

1 AN ORDINANCE of the Common Council  
2 fixing, establishing and ratifying  
3 compensation for certain City  
4 employees in the Water Maintenance  
5 and Service Department of The City  
6 of Fort Wayne, Indiana, represented  
7 by The International Brotherhood of  
8 Firemen and Oilers Local #7.

9 WHEREAS, this Council is required to approve  
10 all collective bargaining decisions with regard to annual  
11 pay and monetary fringe benefits; and

12 WHEREAS, such compensation for employees of the  
13 City of Fort Wayne, Indiana, represented by the  
14 International Brotherhood of Firemen and Oilers Local #7  
15 has been arrived at pursuant to an agreement reached by  
16 and between the City and the International Brotherhood of  
17 Firemen and Oilers Local #7, in accordance with  
18 collective bargaining as authorized and envisioned by the  
19 City's salary ordinances (two copies of said agreement  
20 are on file in the Clerk's Office and available for  
21 public inspection); and

22 WHEREAS, said agreement is for three (3) years,  
23 but provides that compensation may be reopened in second  
24 and third years; and

25 WHEREAS, the Common Council desires to express  
26 its approval of the agreement and the compensation  
27 package for the year 1993; and

28 WHEREAS, this ordinance is necessary to ratify,  
29 fix and establish such compensation for said employees in  
30 the Water Maintenance and Service Department represented  
31 by the International Brotherhood of Firemen and Oilers  
32 Local #7 for the year 1993.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

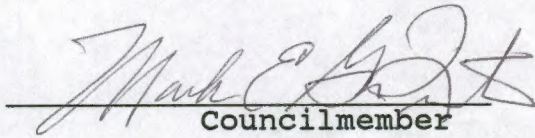
SECTION 1. The 1993-1995 Agreement by the  
Between the International Brotherhood of Firemen and  
Oilers Local #7 and the City of Fort Wayne and its  
Utilities, two copies of which are on file in the Office



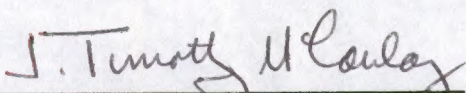
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of the City Clerk and available for public inspection, is hereby approved and ratified in all respects, including the compensation package of 1993.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Jim Quarta, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: \_\_\_\_\_

12-22-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>	<u>3</u>		
BRADBURY <u>p</u>	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA <u>p</u>	<u>✓</u>			
HENRY	<u>✓</u>			
LONG		<u>✓</u>		
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT		<u>✓</u>		
TALARICO	<u>✓</u>			

DATED: \_\_\_\_\_

1-12-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. I-01-93 on the 12th day of January, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark C. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of January, 1993, at the hour of 11:30 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of January, 1993, at the hour of 4:00 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



I.B.F.O. #7 - WATER MAINTENANCE & SERVICE DEPT.

January 1, 1993 thru December 31, 1995

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## **PREAMBLE**

This Agreement by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Utility or Employer, and Local No. 7 of the International Brotherhood of Firemen and Oilers, AFL-CIO, hereinafter referred to as the Union, covers all job classifications listed in Article VII.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, the Union, and the general public, the parties to this Agreement have agreed together as follows:

## **ARTICLE I - PERIOD OF AGREEMENT**

Section 1. Working Agreement: (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1993, and shall continue in force and effect through the 31st day of December, 1995, and from year to year thereafter, unless it is canceled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1995, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1995, or November 30 of any subsequent year, and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be

effective on December 31, 1995, or on the anniversary date of any subsequent year. During this period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Schedules A, B, and C shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1993. Either party may request a wage reopener no later than October 1, 1993 and/or October 1, 1994. Should such request be made and should negotiations produce wage schedules other than as set forth in Schedule A of this Agreement, the effective date(s) of such adjustment(s) shall be as agreed during such negotiations.

(b) Changes in the wage schedules agreeable to both parties can be made at any time.

## **ARTICLE II - MANAGEMENT RIGHTS**

The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including but not limited to the right to decide the policies, methods, work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote, assign, and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The exercise of these rights by Management shall not be used in any manner which

negates, modifies, or supersedes the rights of the employees where such rights are expressly set forth in this Agreement.

### ARTICLE III - UNION RECOGNITION

Section 1. Union Recognition: (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all types of work usually performed by such employees.

(b) In this regard, complaints filed by the Union which allege violations of this section shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed, the Employer will take necessary corrective action.

Section 2. Agency Shop: (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union shall (1) pay to the Union directly an amount equal to the Union's initiation fee and (2) thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who enters a bargaining unit job shall begin such payments in the month in which he/she completed his/her first three months of service in such job.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him/her by certified letter (with a copy to the Labor Relations Director) that if he/she doesn't pay or arrange to pay his/her arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his/her employment. If the employee has not complied by the end of the period, the Union shall notify the Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he/she shall be removed from employment with the Utility, losing all seniority rights and other benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff: (a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each such employee an agreed-upon amount representing his/her current regular monthly Union dues and shall remit such monies, together with the appropriate records, to the proper Union officials.

(b) Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility. The Union



will be notified by the City when any individual wage assignment is revoked by an employee. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

(c) Any concerted action on the part of the Union, such as a strike or slowdown, will result in the Union dues checkoff being suspended for one (1) year starting from the date of such strike or slowdown. Slowdown is defined as activities which interfere with the Utility's normal operations, and would be determined by a third party agreeable to both parties.

#### **ARTICLE IV - NON-DISCRIMINATION**

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided in Title VII of the 1964 Civil Rights Act, as amended, and the Age Discrimination in Employment Act of 1979.

This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement,

upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeships, layoff, or termination.

## **Article V - GRIEVANCE AND ARBITRATION**

Section 1. Grievance Procedure: The Utility and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Utility has acted erroneously or improperly in interpreting or applying any of the provisions of this Agreement, then the Union or the employee, within five (5) working days of the Utility's action, may invoke the provisions of this Article V. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident occurred which gave rise to the grievance. The Department Manager must give his/her written answer within three (3) working days, weekends and holidays excluded.

Second Step: If no satisfactory settlement is reached in Step 1 within three (3) working days, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance

with the Division Director. Within three (3) working days, the Division Director shall give his/her written answer.

Third Step: If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three may be within five (5) working days from the receipt of Step Two answer. The Union representative shall discuss the grievance with the Director of Personnel/Labor Relations Director or his/her designated representative as soon as possible after appeal to this Step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute.

Section 2. Extension of Time Limits: In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

Section 3. Arbitration Procedure: Upon receipt of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The



arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the Utility and the Union. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. The function of the arbitrator shall be of a judicial and not a legislative nature. He/she shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His/her opinion must cite the article and section of the agreement on which he/she has based his/her decision. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Mutual Undertakings: The services performed by the employees covered by this Agreement are essential to the operation of a municipal utility and to the welfare of the public dependent thereon. In consideration thereof:

(a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program, and protect service to the public.

(b) The Union agrees that in no event whatsoever shall any of the employees covered by this Agreement be permitted to cease or refuse continuous performance of their duties in order to coerce the Utility in a dispute. The Union agrees that if any of the employees covered herein cease or refuse work of their own volition, the Utility shall be free to obtain competent services to continue its normal operations.

(c) The Union agrees to cooperate with the Utility in replacing any employee covered by this Agreement who is found guilty by the Union and the Utility of not performing his/her duties in a reasonably efficient manner or who consistently acts in an objectionable manner toward his/her fellow employees, the Utility, or its customers.

(d) The Union agrees that crew foreman or working supervisory leaders covered by this Agreement are responsible for conduct of field crew members consistent with Utility Work Rules and procedures, and for efficient work performance and service in the field as assigned by department management.

(e) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages or other intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or other intoxicating substances shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

If an employee reports for work under the influence of alcoholic beverages and is unable to perform his/her duties and/or constitutes a safety danger to himself/herself or other employees because of this condition, the employee shall be sent home.

Theft or misappropriation of property belonging to the City, other employees, or private citizens shall be cause for immediate dismissal.

(f) The Utility agrees not to prevent the continuous performance of the duties required in the normal and usual operation of the Department; but this shall not be interpreted to restrain the Utility from awarding contracts for work within the scope of this Agreement when, in the judgment of the management, greater efficiency or economy would result. However, if it is decided to contract any such work, it is agreed that no employee having one (1) year or more of seniority will be laid off or transferred to a lower classification of work as a result of such decision.

(g) In consideration of (b) and (c) of this Section, the Utility shall endeavor to handle any misunderstanding that may arise in a fair and equitable manner and shall not coerce employees' position in application of Section 1 of Article V.

#### **ARTICLE VI - GENERAL REGULATIONS AND WORKING CONDITIONS**

Section 1. Working Schedules: (a) The regular working hours for employees of the Water Maintenance and Service Department shall be eight (8) hours which shall begin not earlier than 7:00 A.M. and not later than 8:00 A.M. with an unpaid lunch period of one-half



hour Monday through Friday, except for employees covered in paragraph (c) below. The day's work shall begin and end at the store room.

(b) Employees shall have the option of remaining at the job site to eat lunch or leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not exceed forty-five (45) minutes.

(c) Employees who work on a shift basis shall work according to schedule posted at departmental headquarters. The serviceman working the day shift shall work from 8:00 a.m. to 4:30 p.m., with one-half hour for lunch. The serviceman working the evening shift shall work from 4:00 P.M. to 12:00 A.M.

(d) The above stated starting times may be changed uniformly after a minimum of three (3) days notice. There will not be alternate starting times among the line crews. The Monday through Friday schedule shall not be reduced during any work week.

Section 2. New Employees: (a) A new employee shall be considered a probationary employee for a period of ninety calendar days, during which time the Utility can release such employee at its sole discretion without giving rise to a grievance.

(b) Upon the completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during his/her probationary period.

Section 3. Seniority: (a) For the purpose of this Agreement seniority (length of service in continuous employment) shall date from the first day of employment in the Water Construction Department. In the event two or more employees shall have the same date of hire, seniority shall be determined by alphabetical order, beginning with letter "A," of the first letter of the last name of the employees at the date of hire into the bargaining unit.

(b) The seniority of an employee shall terminate under any of the following conditions:

1. When an employee is laid off for a period of more than two years.
2. When a laid-off employee fails to give notice of his/her intention to return to work within forty-eight hours after the Utility has sent to his/her last known address a registered letter requesting his/her return.
3. When he/she gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him/her, unless unusual circumstances prevent reporting or unless notice of resignation must be given to a secondary employer, in which cases maximum two 2 weeks from date letter has been sent will apply.
4. When he/she resigns his/her employment with the Utility.
5. When he/she is discharged for just cause.
6. When he/she violates the terms of a leave of absence.

7. When he/she accepts a pension under the Public Employees Retirement Fund.

8. When absent more than three days without reporting to his/her supervisor or the office of the Superintendent of the Department.

(c) If an employee covered under Article VII is transferred, promoted or appointed to a job with the Utility not covered by that Article, he/she shall, upon the expiration of that job or of his/her tenure in that job, be restored to his/her former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his/her absence. However, effective with transfers made on or after February 11, 1973, should the transfer extend beyond one year, except for promotion to management in the Water Maintenance and Service Department, an employee's seniority and rights shall be frozen after the transfer shall have extended for one year. In the event the employee is returned to the Water Maintenance and Service Department, he/she shall be restored to his/her former position, or, in the event his/her seniority shall not entitle him/her to that position, to a job to which his/her seniority entitles him/her.

The seniority and rights of employees transferred in the past from Water Maintenance and Service Department and who, as of February 11, 1973, hold jobs with the Utility not covered by



Article VII, are set forth in a separate letter of intent effective as of February 11, 1973.

d) All time off during any one calendar year in excess of thirty days for leaves of absence shall be deducted in computing years of service.

Section 4. Layoffs: (a) Layoffs because of lack of work shall be in accordance with the straight seniority rules; i.e., the employee(s) most recently hired in the Department will be laid off first. When adding to the forces, those in the groups most recently laid off shall be the first in the group to be reemployed, if available. When layoffs affect permanent, full-time employees, the Utility will notify the Union in advance of the application of seniority provisions. Where practical, a three-day advance notice will be given.

Section 5. Promotions: (a) Promotions shall be made by the Department head and the Personnel Director so that the senior qualified bidder is promoted. All employees shall have forty-five (45) working days trial and may request reinstatement to former position, or management may deem employee unqualified and return to former position.

(b) Where fitness, ability, efficiency and work record appear to the Employer to be equal, seniority shall govern.

(c) The Union agrees that any employee belonging to the bargaining unit cannot bid on a lower classification after bidding on and receiving a higher classification, unless he/she has served at least one (1) year on the job so received, or unless physical

condition supported by competent medical doctor's statement makes it impossible for him/her to perform the job.

(d) He/she can bid on a higher classification at any time if an opportunity presents itself.

(e) When a full-time, active employee leaves the Water Maintenance and Service Department from a job classification covered by this Agreement for reasons other than layoff, the Utility, within fifteen (15) calendar days, shall either notify the Union that the employee will not be replaced, or shall determine that a vacancy exists and shall post on its bulletin boards an invitation for bids on the vacancy. The same procedure shall be followed when the vacancy, although not permanent, is expected to continue on a temporary basis for approximately ninety (90) calendar days or longer; in this instance, the posting shall note that the vacancy is temporary. When an additional position in a job classification is to be filled, a notice shall be similarly posted. (Exceptions to this posting requirement shall be those classifications indicated in Article VII by \*\*.)

(f) When there is more than one employee in a classification where a vacancy occurs, the member(s) having seniority within that classification shall receive bid preference, and the resulting vacancy shall then be posted for general bidding.

(g) Each such notice shall remain posted for a period of five working days; all bids must be submitted before the end of the posting period. Any selection made from among those bidding shall be posted within five additional working days. If the Department

head is of the opinion that there were no qualified bidders, he/she shall so inform the Union and those who bid on the job.

Section 6. Sick and Accident Leaves: (a) A regular employee shall accrue paid sick and personal accident leave at a rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc., and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. Employees shall accrue two and thirty-one hundredths (2.31) hours per week for each week of employment in which the employee is in a pay status for such week, but will not accrue for such week if said employee shows there is evidence of a pattern of sick leave abuse. In no instances will sick time be accrued for full weeks of personal sick absence or occupational accident leaves or absence, layoff, disciplinary layoff, or time off not approved by the City. Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

(b) If a regular, hourly rated employee is absent from work because he/she is disabled for more than one of his/her consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his/her sick leave credit is exhausted. Any employee who reports



for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his/her sick leave is exhausted.

(c) If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury and the injury did not result in casting or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be entitled to no additional compensation from the Employer except those

benefits provided under the State worker's compensation laws unless the injury resulted in casting or overnight hospitalization.

If the injury resulted in casting or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State worker's compensation laws, the difference between the employee's normal straight time hourly or weekly wage rate and any such worker's compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

(d) If an employee retires, any sick leave credit to which he/she may be entitled shall terminate on the day preceding the day on which the employee retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation. If the disability continues beyond the scheduled time of vacation, sick leave allowance (if any) shall begin on the first scheduled working day after the end of the scheduled vacation.

(f) If an employee is laid off, any sick leave allowances to which he/she may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be

entitled to his/her sick leave allowances for the duration of that disability.

(g) If an employee has been granted a leave of absence of more than thirty calendar days and the employee becomes disabled before the effective date of the leave, any sick leave allowances to which he/she may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he/she shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick, and accident leave allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he/she becomes disabled.
3. Have reported the cause of his/her absence before the end of the first scheduled working day of absence.
4. Promptly present a physician's certification that he/she is disabled, if requested by the Utility.
5. Promptly adopt such remedial measures as may be commensurate with his/her disability and permit such reasonable examination and inquiries by the Utility's medical representatives as, in the Utility's judgment, may be necessary to ascertain his/her condition.

(i) An employee on sick leave shall notify his/her supervisor as far in advance as possible of the day on which he/she intends to return to work. If he/she returns without so notifying his/her supervisor and if such return would result in extra costs and

inconveniences due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation for other than the City.

(l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Worker's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his/her receipt of such other payments. Employee shall be liable for above described advances for a period of one year from date of payment.

(m) Any claim made under this section shall be for legitimate personal illness or injury only; if any employee makes a false claim or otherwise abuses the privileges established herein, he/she shall be subject to a one week layoff for the first offense and discharge for any subsequent offense.

Section 7. Leaves of Absence: (a) Each request for leave shall be considered on an individual basis only and shall be granted or refused according to the Utility's judgment of its merit.

(b) With the written approval of the Department Manager, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel Director. Subsequent extensions may be granted with the written approval of the Labor Relations Director up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his/her seniority and rights.

(c) In case of absence of over thirty calendar days, an employee shall be permitted to return to work only if he/she is physically qualified to do so. If he/she remains away more than one (1) year or if he/she accepts employment elsewhere while on such leave without the written consent of the Utility, his/her employment and rights with the Utility shall be deemed to have been

terminated. Any such leave taken under this section shall be without pay.

(d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

(e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

(f) An employee exceeding the thirty (30) day regular, illness, or maternity leave who elects to return to work and is physically and contractually qualified, will bump the employee having the least seniority in his/her classification. If the employee returning from such leave of absence doesn't qualify for such job, he/she will be laid off. The employee no longer required shall be laid off.

Section 8. Leaves for Union Business: (a) Employees called upon to transact for the Union with the Utility any business which requires them to be absent from duty with the Utility shall, upon



twenty-four hours application and with the proper permission, be granted the necessary time off.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

(c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled day's pay of eight hours. Not more than four such employees shall be excused from their duties at one time.

(d) Any employee elected or appointed to an office in the Union requiring him/her to be absent from duty with the Utility shall, at the end of his/her term of office, be reinstated in his/her former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accrued as of the time he/she left the Utility to take over Union duties. Other employees shall consent to the demotions necessary to make room for him/her on his/her return. He/she shall not be paid by the Utility during his/her absence.

Section 9. Death Leave: (a) In the case of death in an employee's and/or spouse's family, meaning (1) his/her parents, spouse or children, mother-in-law, father-in-law, grandchild, or (2) any other relative living in the same residence as part of the same household, he/she shall receive upon request a maximum of

three consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties, as long as one of the days is the day of the funeral.

(b) If an employee attends the funeral of a brother, sister, aunt, uncle, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, or daughter-in-law who is not covered in paragraph (a) above, he/she shall not suffer a loss in his/her regular pay for such day.

Section 10. Jury Duty: An employee absent from his/her duties with the Utility because of jury duty, or subpoenaed as a witness for a case in which the employee has no personal interest, shall receive the difference between his/her base pay and the payment received for the period of jury service upon presentation of satisfactory evidence.

Section 11. Military Leave: (a) Regular employees covered by this Agreement who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

(b) All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to applicable federal and State law. proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

Section 12. Notification of Absence: (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work he/she shall give notice as far in advance as possible to his/her Supervisor.

(b) If he/she does not have just cause for failing to give notice, he/she shall be subject to disciplinary action.

Section 13. Transfers: (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he/she shall receive the highest rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he/she shall first enter the job at the first step and shall accumulate credit for time spent on that job. He/she shall receive either his/her own rate or the rate of the step he/she enters, whichever is greater.

(b) If an employee is temporarily transferred to a job having a lower rate of pay, he/she shall not suffer a reduction in his/her rate of pay.

(c) If an employee is permanently assigned after a successful bid to another job, he/she shall receive the rate of pay of the job.

Section 14. Vacations: (a) After completing his/her first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his/her first twelve months of continuous service, he/she shall receive two weeks of paid vacation in the current calendar

year. In no such case, however, shall he/she be eligible for more than two weeks of paid vacation in one calendar year.

(b) During the subsequent years of continuous service, the employee, shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he/she completed six or more years of continuous service, he/she shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he/she completes fifteen or more years of continuous service he/she shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he/she completes twenty or more years of continuous service he/she shall receive five weeks of paid vacation in the current calendar year.

(c) Vacations must in general be taken in the calendar year in which they fall due. No more than one year's vacation time shall be carried over to another year unless approved in advance by the Labor Relations Director for reasons of mutual convenience.

(d) If an employee is called back to work on one or more of the days for which he/she is scheduled to receive vacation pay, he/she shall have the vacation days restored and be paid subject to the premium provisions of Section 17.

(e) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of the employees in order of their seniority as far as the needs of its services will permit.

(f) When an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utility, an adjustment in his/her final pay shall be made for vacation taken before being fully accrued.

(g) In the event of the death or separation of an employee who has earned but not used his/her vacation for the contract year in which death or separation occurred, the employee or his/her beneficiary shall receive an amount equivalent to his/her earned vacation plus prorated vacation for the year in which the death or separation occurs, unless paragraph (f) applies. It shall be the responsibility of the employee to designate the beneficiary of the benefits set forth in this paragraph. If the employee fails to make such a designation, then the beneficiary designated on the employee's City life insurance application shall be the beneficiary of the benefits set forth in this paragraph. If no such beneficiary is designated either by the employee or by reference to the employee's City life insurance application, then the benefits set forth in this paragraph shall be payable to the employee's estate.

Section 15. Legal Holidays: (a) Holidays, within the meaning of this Agreement shall be:

New Year's Day	Veterans Day
M. L. King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday, shall be celebrated on the preceding Friday.

(b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his/her regular straight time base pay for each of the holidays recognized in this Agreement, whether such holiday falls on his/her regularly scheduled work day or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.

(d) If an employee works on a holiday, he/she shall receive the applicable straight time or applicable premium pay including any applicable shift premium, for the hours actually worked.

Section 16. Personal Time: (a) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive five (5) days personal time each calendar year commencing with the completion of one year's service.

(b) After completion of five year's service, employee shall receive six (6) days personal time each calendar year.

(c) Each employee with twenty or more years of continuous service shall receive, during each calendar year, seven (7) days of paid personal leave.



(d) Members of the bargaining unit shall receive a paid day off for each birthday which occurs during their employment with the City.

(e) Personal time will be taken separately from any vacation time, and must be approved by management at least one working day prior to the request for such personal day. In the event of an emergency, as determined by Department Manager, the one working day notice may be waived. Personal time shall not be refused if an employee, who gives twenty-four (24) hours notice to the Department Manager, requests a personal day on a religious holiday.

Section 17. Premium Pay--Overtime:

(a) All hours worked over forty (40) in a seven-day cycle, which starts at 12:01 A.M. Monday and ends at midnight Sunday, qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. Hours worked include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.

Time worked on holidays shall be paid for as set out in Section 15, entitled "Legal Holidays."

(b) An hourly rated shift employee whose regularly-scheduled work day falls on Sunday shall be paid straight time for that day.

(c) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied.

(d) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Department in rescheduling work or temporarily transferring employees to avoid overtime work if possible. In addition, management may not add second and third shifts to avoid paying overtime unless mutually agreed between Union and management.

(e) A minimum of four hours at the applicable overtime rate shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time shall start when the employees are called; however, all time exceeding thirty minutes between the time of call and the time of reporting for work shall not be paid for.

(f) Line Crew called back for an emergency and working more than one hour between the hours of 12 midnight and 5:00 a.m. shall be entitled to a rest period extending into his/her immediately following regular scheduled work day without loss of pay for such period. The length of the extension into such work day shall be equal to the hours worked between midnight and 6:00 a.m., but shall not exceed four hours. A callout made after 4:00 a.m. shall not entitle the employee or employees affected to a paid rest period. Pay for all callouts shall be as provided elsewhere in this Agreement.

(g) Paid Meal Period: The Utility shall make available to employees who are required to work additional hours those meals

which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. If an employee is required to work continuously as much as one and one-half hours beyond the normally scheduled working hours, he/she shall receive, meal which shall be furnished him/her by the Utility; or, if a meal is not so furnished, he/she shall be paid the sum of three dollars (\$3.00) for such meal.

2. Reasonable time, but not more than thirty (30) minutes, shall be allowed for a meal and counted as time worked when work is thereafter continued a minimum of three (3) hours.

3. If an employee is called out for work one and one-half hours or more prior to his/her regularly scheduled starting time and continues to work his/her stated schedule of work, he/she shall receive a meal which shall be furnished by the Utility or, if a meal is not so furnished, he/she shall be paid the sum of three dollars for such meal. If an employee so called out does not bring his/her lunch, he/she shall have a noon meal furnished or, if such noon meal is not furnished, he/she shall be paid the sum of three dollars for such meal.

4. When work continues beyond one and one-half hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four hours commencing one and one-half hours after scheduled quitting time if the employee continues to work through each such interval.

5. If an employee is called out after quitting time or is notified to return the same day for work where there is elapsed time from the completion of his/her regular work schedule to the beginning of such work and if he/she then works four hours or more, a meal shall be furnished at the end of each interval of four hours during the period terminating one and one-half hours before his/her scheduled starting time.

6. Reasonable time, but not more than thirty minutes, shall be allowed for meals and counted as time worked if an employee forgoes the scheduled meal one and one-half hours after regular quitting time and continues to work an additional one and one-half hours.

7. The time paid for eating a meal as provided for in Item 2 of this section shall not be included for the purpose of computing the elapsed time in the next four-hour intervals at the end of which an employee would be entitled to a meal in accordance with Item 4 or 5 of this section.

8. If any of these provisions call for furnishing more than one meal in a four-hour period, only one meal shall be furnished.

9. (a) The cost of meals which are eaten by the employees and for which the Utility pays under the provisions of this section shall not be limited to three dollars, but to a reasonable amount expended by the employee for such meal, but in no event shall such payment exceed ten dollars (\$10.00) for any such meal. (b) It is expected that the obtaining of meals will not interfere with the restoration of service during emergencies. The ranking supervisor

at the scene of the emergency will determine the time to stop for meals. (c) Unless the Utility has previously arranged to pay for such meals, the employee shall pay for same and shall be reimbursed by his/her supervisor upon producing receipts or other proper evidence of such payments.

(h) A shift premium of thirty (30) cents per hour shall be paid for all the hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of thirty-five (35) cents per hour shall be paid for all hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

(i) In computing premium pay for shift work, the premium factor shall be applied to the base rate and the applicable shift premium payment. There shall be no pyramiding of premium pay.

(j) The plumbers crew/leader and/or their designated replacements are to be paid on standby as scheduled by management on a rotating basis for Saturday and Sunday. Employee on standby shall receive regular rate of pay for their regular shift hours for a total of eight (8) hours each day. In the event of an emergency call in, all hours worked shall be paid at applicable premium pay rates in the contract. In addition, all hours not worked for the remainder of the established shift hours shall be paid at the regular standby rate.

Section 18. Full Employment and Weather Conditions:

(a) Regular employees of the Utility shall be furnished and paid for full-time employment in accordance with the working schedules of the various classifications, provided they are ready and able to perform the work.

(b) The Utility and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which work should continue only in the event of an emergency.

(c) A Serviceman and a helper shall be assigned to a truck when work becomes hazardous due to abnormal operating conditions.

(d) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximums of wind and that such reasonable discomfort should not justify suspension of work.

(e) The Utility recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended for modified, whenever possible.

(f) Therefore, it is agreed that when the wind chill factor is  $-17^{\circ}$  F. or lower, or when the temperature alone is zero degrees Fahrenheit or lower, outside work shall be suspended except for an emergency. An emergency shall exist when public property, Utility property or public health and safety are endangered or when continuity of Utility service is threatened or interrupted. The superintendent or designee shall be responsible for obtaining



official wind chill factor and/or temperature readings issued by the U. S. Weather Service.

(g) When conditions of precipitation occur which may make continuation of work hazardous, the crew leader shall be responsible for decisions concerning weather conditions which may adversely effect the safety of the members of his/her crew, subject to the approval of the Department Manager, or his designee.

Section 19. Retirement:

(a) Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employee's Retirement Fund and the Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this agreement immediately prior to retirement. This benefit shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his/her retirement. In the event of an employee's death, his/her accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

(b) Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

- a.) \$1.00 for each hour up to 520 hours.
- b.) 25% of the employee's normal straight time hourly rate for each accumulated hour over 520.

In lieu of "b" above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6 with credit given at 50% of the employee's normal straight time hourly rate for each accumulated hour over 520.

(c) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service in accordance with the rules and regulations of the Plan Administrator.

(d) Employees who retire under the terms of any of our recognized retirement programs shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

Section 20. Protective Equipment:

(a) If an employee does not use the protective equipment furnished by the Utility according to the safety rules set by the Utility, then, he/she shall be subject to disciplinary action.

(b) The Utility shall reimburse the cost of approved safety shoes, Carhart-type outerwear or other approved items, up to \$175.00/year. The Utility shall also pay the cost of one pair of industrial safety glasses as approved by Safety Department with receipt of purchase, up to a maximum of \$50.00 (limit of one pair a year). The Utility will not pay any cost incurred by or in

connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Utility will replace them at the entire cost to the Utility.

(c) Uniforms shall be worn by all bargaining unit employees except those classifications assigned in clerical positions. Such uniforms shall be furnished by the Utility at no cost to the employee.

Section 21. Group Insurance:

(a) The Employer agrees that basic health insurance, major medical, dental and disability insurance benefits are not less than the level in effect on December 1, 1992, shall be extended to all bargaining unit employees during the term of this Agreement. Such benefits shall be provided under a basic health plan, a preferred provider plan, or a health maintenance organization plan. Costs of the City's basic health plan for 1993 and 1994 shall not be more than:

<u>COVERAGE CATEGORY</u>	<u>AMOUNT/MONTH</u>
Employee Only	\$25/month
Employee plus one dependent	\$40/month
Family	\$62/month

For 1995, the rates for said categories of coverage may not increase by more than 50%. Members may participate in other City health plans at the rates set for participation in such plan.

Benefits described are minimum to be provided. Costs cited are maximum charges for terms described. Benefits will be

increased and/or costs reduced if such change is provided to any other group of City or Utility employees. In the event a state or national health plan becomes available, this section shall be reopened and discussion held with the intent that the best option or combination of options at least cost be extended to the employees covered under the terms of this agreement.

(b) Each employee shall be extended a Group Life, Accidental Death, Dismemberment and loss of Sight Policy in an amount not less than \$15,000.00 and will remain in full force and effect for the life of this agreement except that none of the above said benefits shall be applicable under the conditions of Paragraph (d) below.

(c) Each employee who retires under one of the recognized retirement programs listed in Section 19 (a) of this Article, and who has at least eight (8) years of continuous service at retirement, shall receive \$5,000 Term Life Insurance Policy for the rest of their life.

(d) Termination of Insurance: All insurance policies will terminate for any of the following reasons:

1. Termination of employment; except as provided under COBRA or the retirement provisions of this agreement.
2. Thirty (30) days after date of layoff;
3. City employees on legitimate regular, illness or maternity leave of absence will be covered under the Utility insurance plans for thirty (30) calendar days. In case of illness or maternity leave, this will not apply until after all accrued sick leave is exhausted.

If the Utility employee elects to extend such insurance coverage beyond the thirty (30) calendar day coverage, he/she may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of, and any rate changes that may occur during, the leave of absence.

(e) Eligibility for Insurance: New employees actively at work on the first (1st) day following thirty (30) days of employment shall be eligible for all insurance plans covered under this agreement.

# IBFO LOCAL 7 - WATER MAINTENANCE & SERVICE DEPARTMENT

## Schedule A - January 1, 1993

Effective January 1, 1990 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Effective January 1, 1993, hourly wage rates for regular authorized positions shall be increased 20c + 3% above 1992 rates, and shall be as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Chief Utility Plumber	12.360	---	---	---
Plumber Crew Leader	12.142	12.310	12.477	---
Maintenance Crew Leader	11.884	12.051	12.219	---
Meter Shop Leader	11.734	11.902	12.069	---
Dispatcher	11.357	11.461	11.544	11.648
Backhoe Operator	11.463	11.585	11.701	---
Utility Person	11.372	11.488	11.617	11.746
Laborer II ***	10.355	10.433	10.530	---
Laborer I **	9.905	10.001	10.092	10.203
Large Meter Repairer & Unvestigator	11.948	12.114	12.282	---
Meter Changer & Main- tenance Plumber	10.948	11.052	11.136	11.240
Remote Meter Installer	11.031	11.165	11.274	11.385
Valve Truck Operator A	11.237	11.371	11.480	11.589
Valve Truck Operator B	10.944	11.061	11.190	11.318
Hydrant & Maint. Person	11.152	11.270	11.399	11.526
Tandem Driver	11.025	11.113	11.205	11.301
Service Person *	11.245	11.379	11.488	11.599
Complaint Person	11.399	11.515	11.584	11.785
Storekeeper	11.829	11.997	12.164	---
Assistant Storekeeper	11.010	11.143	11.269	11.385
Small Meter Repairer	10.092	10.203	10.278	---
Senior Meter Repairer	11.018	11.140	11.255	11.365
Watch, Maintenance & Com- munications Operator +	9.955	10.317	10.394	---
Senior Clerk **	10.051	10.243	10.438	10.645
Junior Clerk **	9.092	9.351	9.607	9.867



WATER MAINTENANCE & SERVICE DEPARTMENT

Page 2 of Schedules A, B, & C

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NOTE:

- \*\*\* Department Superintendent may reclassify employees completing Laborer I step rates to Laborer II based upon fitness, ability, efficiency, and work record, with recommendations of Construction and/or Service Supervisors, and/or other working leaders. There shall be no posting or bid for Laborer II.
- \*\* Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.
- \* Shift premium will be paid for regularly scheduled shift hours actually worked.
- + Any employee in the Watch, Maintenance & Communication Operator position who is solely responsible for radio dispatch, telephone answering, and emergency crew call-ins for two or more hours in any one shift will receive an additional thirty (30) cents per hour for all actual hours worked on that shift.

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE CITY UTILITIES

SYNOPSIS OF ORDINANCE RATIFIES AGREEMENT WITH IBFO FOR 1993 -  
1995.

A-92-12-15

EFFECT OF PASSAGE AGREEMENT APPROVED.

EFFECT OF NON-PASSAGE AGREEMENT NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) COSTS:  
\$.20/HR. + 3% PAY INCREASE; SAVINGS: INSURANCE CO-PAY INCREASED.

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_

BILL No92-12-15

REPORT OF THE COMMITTEE ON  
THE COMMITTEE OF THE WHOLE  
THOMAS C. HENRY - CHAIRPERSON  
MARK E. GIAQUINTA - VICE CHAIRPERSON  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON THE COMMITTEE OF THE WHOLE TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council  
fixing, establishing and ratifying compensation for certain  
City employees in the Water Maintenance and Service Department  
of The City of Fort Wayne, Indiana, represented by The  
International Brotherhood of Firemen and Oilers Local #7

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Thomas C. Henry*  
*Mark E. Giaquinta*  
*Janet H. Brattberg*  
*Rebecca Lavine*  
*Sam Talarico*  
*Robert P. Edmon*

*Robert Henry*

DATED: 1-12-93.

Sandra E. Kennedy  
City Clerk